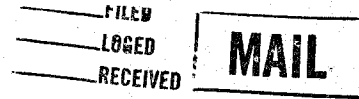


**EXHIBIT A**

MAR 27 2019

**Epik.com Universal Terms of Service**
 AT SEATTLE  
 CLERK U.S. DISTRICT COURT  
 WESTERN DISTRICT OF WASHINGTON  
 BY
**Domain Name Registration Agreement**

This Agreement (Agreement) is by and between Epik, Inc., (Epik.com, Epik, We or Us), a Seattle, WA limited liability company and You, Your heirs, agents, successors and assigns (You or User) and is effective upon the earlier of: (i) Your first use of the Site for any reason; (ii) acceptance of this Agreement by new registering users; or (iii) the Effective Date noted on the posted version of the Agreement.

The following sets forth the terms and conditions of Your use of Epik's domain name related ("Services") and explains Epik's obligations to You and Your obligations to Epik in relation to the Services You utilize and also the domain name registered with Epik (the "Site"). You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before You may use the Site or the Services and become a registered user of the Services.

**1. Modification of This Agreement**

We may amend this Agreement at any time by emailing you directly or by posting the amended terms on the Site. Except as stated below, all amended terms shall automatically be effective at 12:01 am on the Effective Date, which in most cases will be no less than 30 days after the amended terms are initially posted on the Site or emailed to you. The posting date and effective date for this Agreement are noted at the bottom of this document.

**2. Eligible Users**

Use of the Site and Services is restricted to persons: at least 18 years old or a legitimate business entity officially registered in your respective region. If You are registering as a business entity, You represent that You have the authority to bind the entity to this Agreement. If You are not yet 18, do not have the capacity to enter into contracts, if You are easily offended, or are accessing this Site from any country where material on this Site is prohibited or illegal, You do not have permission to access the Site or the Services. If a parent or guardian wishes to permit a person under 18, and under his or her supervision, to use this Site, the parent or guardian should email Epik at info@epik.com to make arrangements, although no such access can be guaranteed.

Accessing Epik's Services, except as expressly allowed through instructions and truthful statements by the You in regard to use of this Site or the Services, from places where their contents are illegal, is prohibited. Those who choose to access our Services and the Site from other locations do so knowingly on their own initiative and voluntarily at their own risk and are responsible for compliance with local laws.

**YOU AGREE TO**

If you are registering a domain name in the following registries: .BZ, .CA, .CC, .CM, .CN, .CO, .DE, .EU, .IN, .ME, .NU, .TV, .UK, .US, .WS, you are also agreeing to the additional terms and requirements promulgated by and pertaining to each such registry, all laws and governmental rules and restrictions relevant to those jurisdictions, and the specific agreements and/or covenants referenced therein and incorporated into this Agreement.

**3. Acceptable Use****3.1. User Accounts and Domain Name WHOIS Information**

If You violate the Acceptable Use terms described herein, Epik may, in its sole discretion, with or without notice, terminate Your access to the Site and Services. You are allowed to create one (1) user account with Epik. Post office boxes or addresses of office service providers may not be used as an address for a User account. It is likewise not permitted to provide value-added service numbers as telephone numbers for a Customer Account. Furthermore, Epik reserves the right to forbid the use of freely available email addresses as the email address for a user account.

In addition, You hereby represent and warrant that: (a) You are an eligible user; (b) You have provided accurate and complete information in connection with Your registration and use of the Site (all such information collectively

referred to as "Your Information"), and (c) You will update Epik to ensure that Your Information remains accurate and complete.

As further consideration for the Service(s), you agree to provide certain current, complete and accurate information about you, both with respect to your account information and with respect to the WHOIS information for your domain name(s). You agree to maintain and update this information as needed to keep it current, complete and accurate. With respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Service(s), you must submit the following: name, postal address, e-mail address, voice telephone number, and, if available, fax number. You agree that the type of information you are required to provide may change and you understand that, if you do not provide the newly required information, your registration and/or other Service(s) may be suspended or terminated or may not be renewed. In the event the lack of accurate/current contact information results in the loss, cancellation or transfer of the domain name(s) associated with your account, you agree that you shall not hold Epik liable for any such loss or any damages associated with the loss. Not providing requested information may prevent you from obtaining all Service(s). You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name.

You agree to notify Epik within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Epik with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Epik to determine the validity of information provided by you, shall also be considered to be a material breach of this agreement. You agree to retain a copy for your record of the receipt for purchase of your domain name or Services.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both Epik and the registry operator may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure.

### 3.2. Use of the Services and the Site

You agree not to use the Services provided by Epik, or to allow or enable others, to use the services provided by Epik for the purposes of: 1) the transmission of unsolicited email (Spam); or 2) repetitive, high volume inquiries into any of the services provided by Epik (i.e. domain name availability, etc.). Further, if you are hosting your domain's domain name servers ("DNS") on Epik's servers, or are using our systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Epik, you are responsible for ensuring that there is no excessive overloading of Epik's DNS systems. You may not use Epik's servers and your domain as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Epik reserves the right to deactivate your domain name from its DNS system if Epik deems it is the recipient of activities caused by your site that threaten the stability of its network. You agree that Epik, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. Epik also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place.

Further, You may not use the Site or the Services provided through or in connection with the Site to: (a) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) conduct or forward illegal contests, pyramid schemes, or chain letters; (c) publish, post, distribute, disseminate or link to any: (i) unlawful content, topic, material, or information, any of which are of an obscene, adult, nude, prurient, or indecent nature; (ii) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless You own, control such rights or have received all necessary consents for Your use of such software and other materials; (iii) software or other material

1 that contains viruses, corrupted files, or that may or are intended to damage the operation of another's computer  
 2 (e.g., "cracks," "hacks," or other programs written to defeat the security measures of any computer, system or  
 3 programs); (d) sell, distribute, disseminate or link to any sites for marketing, sales or distribution of: firearms,  
 4 explosives, ammunition, liquor, tobacco products, food that is not packaged or does not comply with all applicable  
 5 laws for sale to consumers by commercial merchants, pharmaceuticals and controlled substances, counterfeit,  
 6 pirated or stolen goods, fraudulent goods, any goods or services that infringe or otherwise violate a third party's  
 7 rights, registered or unregistered securities, goods or services that: (i) You cannot legally sell, (ii) are  
 8 misrepresented, and/or (iii) if sold, would cause Epik to violate any law, statute or regulation; (e) harvest or  
 9 otherwise collect information about third parties, including email addresses, without the express consent of such  
 10 third parties; (f) restrict or inhibit any other user from using and enjoying its rights in the Services or the Site,  
 11 interfering with or disrupting the Services or the Site service or servers or network connected to the Site; (g) use a  
 12 Domain in connection with Your use of the Site that is confusing or misleading to other Users or to the public; (h)  
 13 email or otherwise transmit, distribute, publish or disseminate any "junk email," "Spam," "chain letters," "pyramid  
 14 schemes," or any other form of duplicative or inappropriate solicitations or messages (commercial or otherwise); (i)  
 15 violate the rights of any third parties, including, but not limited to, trademark, naming or publicity rights, or (j) violate  
 16 any applicable government laws or regulations. Epik does not condone or allow Spam. Epik will cooperate with  
 17 legal authorities and Internet service providers in releasing information about users who violate this Acceptable  
 18 Use Policy.

19 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works  
 20 from, transfer, or sell any information, software, products, services or benefits obtained from the Site, except as  
 21 expressly provided herein. At all times, You remain solely responsible for Your Information.

### 22 3.3. Privacy Policy

23 You agree and consent that we will make available the domain name registration information you provide or that  
 24 we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as  
 25 ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup  
 26 systems), whether during or after the term of your domain name registration services of the domain name. You  
 27 hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or  
 28 use of such information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits  
 29 and/or requirements that relate to the amount and type of information that we may or must make available to the  
 30 public or to private entities, and the manner in which such information is made available. Information regarding  
 31 ICANN's guidelines and requirements regarding WHOIS can be found  
 32 at <http://www.icann.org/registrars/wmrp.htm>, <http://www.icann.org/registrars/wdrp.htm>, and elsewhere on the  
 33 ICANN website at <http://www.icann.org/index.html>. You agree that we may make publicly available, or directly  
 34 available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through  
 35 our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One  
 36 of the ways that we may make some or all of the information you provide available to the public or third parties is  
 37 by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement  
 38 with us. We reserve the right to discontinue providing bulk WHOIS data access to third parties. You agree that, to  
 39 the extent permitted by ICANN policies and regulations, Epik may make use of the publicly available information  
 40 you provided during the registration process. If you engage in the reselling of domain names you agree to provide  
 41 any individuals whose personal information you've obtained, information about the possible uses of their personal  
 42 information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those  
 43 individuals for such use of the personal information they provide..  
 44 Epik is not obligated to monitor the content on the Site. However, with respect to the use of the Services or the  
 45 Site, Epik reserves the right to disclose any information, communication, or materials as necessary to satisfy any  
 46 applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any  
 47 information or materials, in whole or in part, from the Site, in Epik's sole discretion, without notice at any time.

### 48 3.4. Violations of Acceptable Use

49 Epik may elect to discontinue offering the Services, or any portion thereof, at any time for any reason, with or  
 50 without advance notice.  
 51 You are responsible for safeguarding the confidentiality of Your password(s) and login name(s) issued to You by  
 52 Epik, and for any use or misuse of Your account or the Services or the Site resulting from any third party using a  
 53 password or login name issued to You.  
 54 You agree that You will

1 3.5. Reserved

2 3.6. Reserved

3 3.7. Business Dealings, Including with Registered Name Holders

4 3.7.1 In the event ICANN

5 3.7.2 Epik shall abide by applicable laws and governmental regulations.

6 3.7.3 Epik shall not represent to any actual or potential Registered Name Holder that Epik enjoys access to a  
7 registry for which Epik is Accredited that is superior to that of any other registrar Accredited for that registry.

8 3.7.4 Epik shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable  
9 assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms  
10 extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be  
11 sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder  
12 upon activation of the registration.

13 3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent  
14 that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of  
15 extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period  
16 although Epik may choose to cancel the name earlier.

17 3.7.5.1 Extenuating circumstances

18 3.7.5.2 Where Epik chooses, under extenuating circumstances, to renew a domain name without the explicit  
19 consent of the registrant, Epik will maintain a record of the extenuating circumstances associated with renewing  
20 that specific domain name for inspection by ICANN consistent with clauses 3.4.2 and 3.4.3 of this Epik  
21 accreditation agreement.

22 3.7.5.3 In the absence of extenuating circumstances as defined in Section 3.7.5.1 above, a domain name must be  
23 deleted within 45 days of either Epik or the registrant terminating a registration agreement.

24 3.7.5.4 Epik shall provide notice to each new registrant describing the details of their deletion and auto-renewal  
25 policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's  
26 expiration date, or a date range not to exceed ten 10 days in length. If a Epik makes any material changes to its  
27 deletion policy during the period of the registration agreement, it must make at least the same effort to inform the  
28 registrant of the changes as it would to inform the registrant of other material changes to the registration  
29 agreement

30 3.7.5.5 Reserved

31 3.7.5.6 Reserved

32 3.7.5.7 In the event that a domain which is the subject of a UDRP dispute is deleted or expires during the course of  
33 the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the  
34 same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed  
35 in Epik HOLD and Epik LOCK status, the WHOIS contact information for the registrant will be removed, and the  
36 WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute  
37 finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the  
38 existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period,  
39 and retains the right to renew the name before it is deleted.

40 3.7.6 Epik shall not insert or renew any Registered Name in any registry for which Epik is accredited by ICANN in a  
41 manner contrary to an ICANN policy stating a list or specification of excluded Registered Names that is in effect at  
42 the time of insertion or renewal.



3.7.7 Epik shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Epik including at least the following provisions (except for domains registered by the Epik for the purpose of conducting its Epik Services where the Epik is also the Registered Name Holder, in which case the Epik shall submit to the following provisions and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and ICANN policies established according to this Agreement

3.7.7.1 The Registered Name Holder shall provide to Epik accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation.

3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Epik, or its failure to respond for over fifteen (15) calendar days to inquiries by Epik concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder contract with Epik and be a basis for cancellation of the Registered Name registration.

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.

3.7.7.4 Epik shall provide notice to each new or renewed Registered Name Holder stating:

3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;

3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);

3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and

3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.

3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied to Epik by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Epik agrees that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Epik agrees that it will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Epik is located or as may be otherwise set forth agreed between Epik and the Registered Name Holder.

3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any Epik or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Epik or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7.7.12 The Registered Name Holder shall indemnify and hold harmless Epik and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

3.7.8 Epik shall abide by any specifications or policies requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Epik or (b) periodic re-verification of such information. Epik shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Epik, take reasonable steps to investigate that claimed inaccuracy. In the event Epik learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Epik hereby abides by any ICANN adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by Epiks.

3.7.10 Nothing in this Agreement prescribes or limits the amount Epik may charge Registered Name Holders for registration of Registered Names.

## **Billing Agreement**

### **4.1 Epik Fees**

Except as otherwise noted, creating a user account with Epik is free. We do charge fees for certain Services and You are given an opportunity to review and accept the fees that will be charged in connection with such Services. You are responsible for all applicable taxes (except for Epik's income taxes), costs, hardware, software, services and all other costs and expenses related to the Services or Your activity conducted through the Site. Epik may, in its sole discretion, add, delete or change any of the Services provided or fees charged by Epik. No advance notice is required for any prospectively-effective change in Services offered or fees charged therefore. Unless otherwise stated, all fees and currency amounts are quoted in US Dollars. The fees charged for Epik services that are specified by Epik are considered to be end prices and are understood to include any applicable taxes.

### **4.2 Saved Payment Methods**

You can store details for one or more forms of payment (Funding Sources) at Epik. And you agree that Epik may store such details to facilitate future payments made by you, unless you select not to save your payment details when an unsaved Funding Source is being used for payment through the Epik shopping cart. Within your account at Epik.com, you can view, edit, and remove any saved Funding Source.

### **4.3 Scheduled Payments**

A variety of Epik products and services imply or may utilize recurring or scheduled payments. Typically these are billed annually or monthly. Examples of such services include but are not limited to the following: hosting, domain

1 auto-renewal, installment payments for domain Rental and Acquisition Plans. Any recurring or scheduled payments  
 2 to which you, as an Epik customer, have agreed or to which you subsequently agree, unless canceled by you  
 3 through Epik, may be charged to you without additional action by you. Within your Epik.com account, you can view  
 4 any recurring or scheduled payment and cancel it, as long as it has not already been charged. You agree that Epik  
 5 may charge any Funding Source saved in your account for any recurring or scheduled payments to which you  
 6 have agreed or to which you subsequently agree. And you recognize that this Funding Source may differ from the  
 7 Funding Source used in previous payments for the same Epik product or service and may also differ from the  
 8 Funding Source used for other scheduled or recurring payments.

9  
 10 In the event that any Funding Source cannot, for whatever reason, be successfully charged for a scheduled or  
 11 recurring payment, you agree that Epik may attempt to re-charge that same Funding Source or may attempt to  
 12 charge any other saved Funding Source, possibly resulting in multiple charge attempts, until either the charge is  
 13 successfully processed or until the sequence of charge attempts is canceled by You or by Epik. For all scheduled  
 14 or recurring payments approved by You, You agree to hold Epik blameless for: (1) any overdraft fees, interest fees,  
 15 or other fees that might be charged to You by the company associated with any of Your Funding Sources; and (2)  
 16 any inconvenience that You may incur as a result of one or more charge attempts made by Epik. When multiple  
 17 Funding Sources are saved in Your Epik account, Epik endeavors to charge those Funding Sources in a prescribed  
 18 sequence, beginning with one Funding Source and possibly continuing to another Funding Source if charges to  
 19 earlier Funding Sources in the sequence have failed. You acknowledge that descriptions of this sequence are only  
 20 predictions of expected system behavior, and you agree that Epik may, in practice, deviate from the prescribed  
 21 sequence or descriptions thereof.

22  
 23 For questions about the frequency or scheduling of recurring payments, You should consult the terms for the Epik  
 24 product or service in question. For questions about the prescribed sequence of Funding Sources or the number of  
 25 charge attempts that might be made if a scheduled payment fails, please contact support@epik.com.

## 26 **5. Epik Services and Applicable Terms**

### 27 **5.1. Description of Service**

28 ☐ **DOMAIN NAME REGISTRATION.** We are an accredited registrar with the Internet Corporation for Assigned  
 29 Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (such as .com, .net, .org, etc.). ICANN  
 30 oversees registrations and other aspects of the TLDs. Domain name registrations are not effective until the registry  
 31 administrator puts them into effect. Domain name registrations are only for limited terms, terms which end on the  
 32 expiration date. For domain names which are created as a new registration out of the available namespace, the  
 33 term begins on the date the domain name registration is acknowledged by the applicable registry; for domain  
 34 names registrations which were not returned to the available namespace, the term begins on the date the previous  
 35 registrant's domain name registration was acknowledged by the applicable registry. You agree that we are not  
 36 liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising  
 37 out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration  
 38 (our limitation of liability is explained further, below). You further agree that domain name registration is a service,  
 39 that domain name registrations do not exist independently from services provided pursuant to this or a similar  
 40 registration agreement with a registrar, and that domain name registration services do not create a property  
 41 interest.

42 ☐ **AFTER MARKET DOMAIN NAMES.** We offer for sale domain names that are registered to third parties (also  
 43 known as aftermarket domain names) in a variety of top level domain names ("TLDs") ("After Market Domain  
 44 Name(s)"). All After Market Domain Name registrations are offered on a first come, first served basis. If you are the  
 45 first to complete an After Market Domain Name registration application for a particular domain name, including  
 46 payment of the purchase price we designate, we will initiate a transfer of the relevant After Market Domain Name to  
 47 your Account. If the After Market Domain Name is at another domain registrar at the time of your purchase, we will  
 48 transfer your purchased After Market Domain Name to us. If the After Market Domain Name is already located with  
 49 us as the domain registrar at the time of your purchase, you are responsible for all renewal fees. Any subsequent  
 50 renewals of the After Market Domain Name will be charged at the then-current renewal fee. Once you submit your  
 51 order for an After Market Domain Name, you have entered into a valid, binding and enforceable contract to pay the  
 52 designated purchase price for the After Market Domain Name. Because we are selling After Market Domain Names  
 53 initially registered to third parties, we have no control and make no representations regarding the accuracy or  
 54 legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability  
 55 of the third party seller to transfer the After Market Domain Name or complete the transaction. We do not control

whether or not third party sellers will complete a transaction. We reserve the right to reject or cancel your After Market Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your After Market Domain Name registration is rejected or cancelled by us, for any reason, we will refund in full the amount of the purchase price for the After Market Domain Name as your sole remedy. Once the After Market Domain Name is transferred into your Account, such After Market Domain Name may not be transferred away from us to another registrar during the first 60 days following the transfer, during which time the After Market Domain Name may be placed on transfer lock. All of your obligations under this Agreement which apply to the registration or renewal of domain name(s) created by you apply to any After Market Domain Name(s) acquired by you, including but not limited to prohibition against any Illegal Uses.

As a related service, and upon separate agreement with You, Epik Service hosts users' sites and provides them with development, management, and reporting tools to create unique, media-rich Web properties. To develop on a specific domain name, the User has to forward his/her domain to a URL or a nameserver specified by Epik. For further information on these related services please contact us directly.

## 5.2. Costs

See article 4 above

## 5.3. User Obligations

Users who utilize the Service are obligated and solely responsible for verifying that their use of the Service with his/her domain names does not and will not violate the rights of any third parties, including, but not limited to, trademark rights, naming rights, and rights protected by unfair competition laws. In addition, should User receive notice from a third party regarding their use of Epik Service the User is obligated to immediately contact Epik and provide any material related to such notice.

USER HEREBY INDEMNIFIES EPIK IN FULL SCOPE FROM ANY AND ALL POSSIBLE CLAIMS AGAINST EPIK IN RELATION TO SELLER'S VIOLATION OF THESE OBLIGATIONS

## 5.4. Notice of Potential Violation of Third Party Rights

In the event that Epik has been notified by a third party that User's use of the Epik Service may infringe the rights of a third party, Epik reserves the right to immediately suspend the Epik Service without prior notice and to prohibit the User from using the affected domain name with the Epik Service.

## 5. 5. Term and Grace Period

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through Epik or as long as you are employing any Service(s). You agree that you will not transfer any domain name registered through Epik to another domain name registrar during the first sixty (60) calendar days from its initial registration date.. All domain registrations are final. Upon expiration of your domain, Epik will at its own discretion provide a 15 day grace period during which the domain can be renewed for 2 or more years. After the grace period, the domain can be recovered via the domain redemption process. For more information, see - Expired Registration Recovery Policy

## 5. 6. Changes to this Domain Name Registration Agreement and Termination

This Agreement will change over time in response to changes in the requirements of governments and administrative bodies, legislation and changes in the nature of industry. If, as a result of such a change to this Agreement, you no longer agree with its term, you agree that your exclusive remedy is to transfer your domain name registration services to another registrar or request Epik to cancel your domain name registration and/or related Services. Should you elect to cancel the Agreement with Epik, you will not receive a refund for any fees you may have paid to Epik. If you continue to use the Services following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. Any such revision or change will be binding and effective within 30 calendar days of the date on which the revised Agreement or change to the terms of the Service(s) is posted to the website of Epik or 15 calendar days after notification of the change in terms is sent to the e-mail address provided by you in association with your domain name registration. You agree to review this Agreement periodically to make yourself aware of any such revisions.

Epik reserves the right to terminate provision of the Epik Service at any time, without notice or reason. If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names maintained by you with us. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name.



### 5.7. Intellectual Property

Epik maintains all right, title and interest, including without limitation all Intellectual Property Rights relating to the Epik Service. Any rights not expressly granted herein are reserved. User shall not, and shall not allow any third party to: (a) modify, adapt, translate, prepare derivative works from, decompile (accept to the extent allowed by law), reverse engineer, disassemble, or otherwise attempt to derive source code from the Epik Service, or any other technology or documentation obtained from the Epik Service; (b) crawl, index or in any non-transitory manner store or cache information obtained from the Epik Service which is improper; or (c) engage in any action or practice that reflects poorly on Epik.

User owns all proprietary rights to their domain names and any content placed on websites that originated from the User. The User shall be obliged to ensure and guarantee that any and all contents used or provided by the User may be used for such purpose. User represents and warrants that all required licenses have been acquired and no rights of third parties, including, but not limited to, trademarks, copyrights, proprietary rights, or other applicable laws are violated.

THE USER HEREBY INDEMNIFIES EPIK IN FULL SCOPE FROM ANY AND ALL POSSIBLE CLAIMS AGAINST EPIK IN RELATION TO SELLER'S VIOLATION OF THESE OBLIGATIONS.

### 6. Transfers of Domain Names

You agree that transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time. You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorization, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org). Only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within 60 calendar days of initial registration, within 60 calendar days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five business days to be processed. A transfer will not be processed if, during this time, the domain name registration services expire in which event you may need to reinstate the transfer request. You may be required to resubmit a transfer request if there is a communication failure. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

### 7. Liability Disclaimer and Indemnification

Epik is in no way responsible for the content of any web site owned or operated by a third party that may be linked to or from the Site via hyperlink, whether such hyperlink is provided by Epik or by a third party. No judgment or warranty is made with respect to the accuracy, timeliness or suitability of the content of any web site to which the Site may link, including information on the web site regarding the Epik Site. By providing access to other web Sites, neither Epik nor its affiliates are recommending the purchase or sale of the stock issued by any company, nor are they endorsing products or services offered by any web site's sponsoring organization.

YOU AGREE THAT USE OF EPIK'S SERVICES AND THE SITE IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. EPIK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EPIK MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NOR DOES EPIK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SITE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY MATERIAL AND/OR DATA DOWNLOADED FROM THE SITE OR ANY SERVICES OBTAINED THROUGH OR PROVIDED BY EPIK IS AT YOUR SOLE DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY SUCH DOWNLOAD OR USE OF SUCH INFORMATION OR OTHER RELATED TRANSACTION. NO ADVICE OR INFORMATION THAT YOU MAY OBTAIN FROM EPIK OR THROUGH THE SERVICES PROVIDED BY EPIK SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED THEREIN.

In addition, You agree to indemnify and hold domain registries with which Epik LLC conducts business, such as Verisign Inc., harmless from any loss, liability, damages, or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided in this Agreement, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark, service mark, or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Verisign Inc. be notified of a pending law suit, or receive notice of the filing of a law suit, Verisign Inc. may seek a written confirmation from You concerning Your obligation to indemnify Verisign Inc. Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Verisign Inc. shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Verisign Inc. of any such claim promptly in writing and to allow Verisign Inc. to control the proceedings. You agree to cooperate fully with Verisign Inc. during such proceedings.

Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will comply with court orders unless you contact us to contest the order.

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and you acknowledge that we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

You agree that, regardless of any statute or law to the contrary, except as prohibited by law, any claim or cause of action arising out of or related to this Agreement, the Site, or Epik's products or Services, must be commenced within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

IN NO EVENT SHALL EPIK, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). EPIK'S LIABILITY, AND THE LIABILITY OF ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU HAVE PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. YOU AGREE TO INDEMNIFY AND HOLD EPIK AND (AS APPLICABLE) EPIK'S PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE SITE OR THE SERVICES, YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

## **8. Dispute Resolution Policy**

You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), a copy of which is available at <http://www.icann.org/dndr/udrp/policy.htm>. You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time and that such a change will be binding upon you. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the UDRP in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a

1 dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not  
2 respond expeditiously to an email sent in conjunction therewith.

3 **9. General**

4 Epik provides the Services and manages the Site from its offices in Seattle, WA. This Agreement is governed by  
5 the laws of the State of Washington, USA, without regard to its choice of law rules. You hereby consent to the  
6 jurisdiction of, and venue in, courts located in King County, Washington, USA in all disputes arising out of or  
7 relating to the Site. In addition, You hereby consent to the exclusive jurisdiction of, and venue in, such courts for  
8 any action commenced by You against Epik or its affiliates in any dispute arising out of or relating to the Site. Use  
9 of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and  
10 conditions, including, without limitation, this paragraph. You agree that no joint venture, partnership, employment,  
11 or agency relationship exists between You and Epik as a result of this Agreement or use of the Services or the Site.  
12 Epik's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this  
13 Agreement is in derogation of Epik's right to comply with governmental, court and law enforcement requests or  
14 requirements relating to Your use of the Services or the Site or information provided to or gathered by Epik with  
15 respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to  
16 applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then  
17 the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most  
18 closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.  
19 Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Epik with  
20 respect to the Services and the Site and it supersedes all prior or contemporaneous communications and  
21 proposals, whether electronic, oral or written, between the user and Epik with respect to the Site. A printed version  
22 of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative  
23 proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as  
24 other business documents and records originally generated and maintained in printed form, and any such printed,  
25 true, and accurate copy shall be deemed an original document for evidentiary purposes. Any failure of Epik to  
26 exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.  
27 You may not rent, lease, license, grant a security interest in, or otherwise transfer, assign, or sublicense Your rights  
28 hereunder to any third party. At any time, Epik may, in its sole discretion and without providing notice or obtaining  
29 Your consent, assign this entire Agreement or delegate some or all of its responsibilities hereunder. All contents on  
30 www.Epik.com are Copyright © 2009 Epik, LLC and/or its suppliers. All rights reserved.

31 **10. Epik Contact Information**

32 Epik, Inc.  
33 704 228th Ave NE,  
34 Sammamish, WA 98074, USA  
35 Tel: +1 (425) 366-8810  
36 Fax: 425.440.3749  
37 Email: info (at) epik.com  
38 Effective Date: 1/1/2012  
39 Posting Date: 5/3/2012  
40 Updated on: 7/27/2012

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